

Prepared by and  
RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

Jay H. Lindy  
Burch, Porter & Johnson, PLLC  
130 N. Court Ave.  
Memphis, TN 38103  
901-524-5000

11/23/09 3:19:05  
DK W BK 622 PG 93  
DESOTO COUNTY, MS  
W.E. DAVIS, CH CLERK

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE GRANT OF EASEMENT

### GRANT OF EASEMENT

Facility:	Forest Wind Tower Site
Street Address:	8998 Forest Hill – Irene RD
City:	Olive Branch
County:	Desoto
State:	Mississippi, 38654

between

TV6-W LLC  
a Delaware limited liability company, Grantee

and

Mark J. Matz and Sara K. Matz, Grantors

11

**GRANT OF EASEMENT**

**THIS GRANT OF EASEMENT** (the "Easement") is made this 19th day of NOVEMBER, 2009 by and between Mark J. Matz and wife, Sara K. Matz ("Grantors") and TV6-W, a Delaware limited liability company, having a mailing address of 4091 Viscount Ave., Memphis, TN 38118 ("Grantee").

**1. Description of Grantor's Leased Premises.** Grantor is the owner of that certain land and premises in County of Desoto, State of Mississippi by grant or conveyance described in the Public Records of Desoto County, Mississippi at Official Records Book 349 Page 456, the description of said property is attached hereto as Exhibit "A" (hereinafter "Grantor's Leased Premises").

**2. Description of Easement.** For good and valuable consideration, the actual consideration paid or to be paid in connection with this Easement being seventy two thousand Dollars (\$72,000.00), the receipt and sufficiency of which the parties hereby acknowledge, Grantor grants and conveys unto Grantee, its successors and assigns, forever, an exclusive, perpetual easement for the use of a portion of Grantor's Leased Premises, that portion being described as a 60 feet by 60 feet parcel within Grantor's Premises (the "Easement Area"), as such Easement Area is more particularly shown in the Site Plan attached hereto as Exhibit "B" and described by metes and bounds in Exhibit "C" attached hereto. The Grantor also grants to Grantee, its successors and assigns, as part of this Easement, an exclusive, perpetual right-of-way for ingress and egress, seven days per week, twenty-four hours per day, on foot or motor vehicle, including trucks, along a twenty foot wide right-of-way extending from the nearest public right-of-way, together with the right to install, replace and maintain utility wires, poles, cables, conduits and pipes (the "Access Easement"), as is more particularly shown in the Site Plan attached hereto as Exhibit "B" and described by metes and bounds in Exhibit "C" (hereinafter the term "Easement Area" shall be deemed to also include the Access Easement unless stated to the contrary). In the event any public utility is unable or unwilling to use the above-described Access Easement, Grantor hereby agrees to grant an additional right-of-way, in form satisfactory to Grantee, either to Grantee or directly to the public utility at no cost and in a location acceptable to either Grantee or the public utility (the "Revised Access Easement"). For any such Revised Access Easement to be effective, such easement shall be recorded

among the Public Records of Desoto County, MS.

**3. Easement Area.** The Easement Area, excluding the Access Easement, shall be used for constructing a monopole communications tower, maintaining and operating a wireless communications facility and uses incidental thereto for Grantee's use and the use of its lessees and/or licensees (the "Permitted Use"). It is the intent of the parties that Grantee's communications facility shall not constitute a fixture. Grantor acknowledges that Grantor has no right to object to or approve any improvements to be constructed by Grantee on the Easement Area. If requested by Grantee, Grantor will execute, at Grantee's sole cost and expense, all documents required by any governmental authority in connection with any development of, or construction on, the Easement Area, including documents necessary to petition the appropriate public bodies for certificates, permits, licenses and other approvals deemed necessary by Grantee in Grantee's absolute discretion to utilize the Easement Area for the Permitted Use. Grantor agrees to be named applicant if requested by Grantee. Grantor shall be entitled to no further consideration with respect to any of the foregoing matters. Grantor shall take no action that would adversely affect the status of the Easement Area with respect to the Permitted Use.

**4. Perpetual Year Easement.** This Easement and Grantee's rights and privileges hereunder shall be perpetual and may be terminated only as provided for herein.

**5. Grantee's Right to Terminate.** Grantee shall have the unilateral right to terminate this Easement for any reason. Said termination shall be effective upon Grantee providing written notice of termination to Grantor. Upon termination of this Easement, this Easement shall become null and void and all of the parties shall have no further obligations to each other. Upon termination of this Easement, Grantee shall, within a reasonable time, remove its building(s), tower and all above ground property and restore the surface of the Easement Area to its original condition, reasonable wear and tear excepted.

**6. Hazardous Substances and Hazardous Wastes.**

(a) Grantee shall not (either with or without

negligence) cause or permit the use, storage, generation, escape, disposal or release of any Hazardous Substances or Hazardous Wastes in any manner not sanctioned by law. In all events, Grantee shall indemnify and hold Grantor harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys' fees, and consultants' and experts' fees) from the presence or release of any Hazardous Substances or Hazardous Wastes on the Easement Area if caused by Grantee or persons acting under Grantee. Grantee shall execute such affidavits, representations and the like from time to time as Grantor may reasonably request concerning Grantee's best knowledge and belief as to the presence of Hazardous Substances or Hazardous Wastes within the easement area.

(b) The foregoing section shall not be enforceable against Wells Fargo Bank, N.A., its successors and assigns. Grantor shall not (either with or without negligence) cause or permit the use, storage, generation, escape, disposal or release of any Hazardous Substances or Hazardous Wastes in any manner not sanctioned by law. In all events, Grantor shall indemnify and hold Grantee harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys' fees, and consultants' and experts' fees) from the presence or release of any Hazardous Substances or Hazardous Wastes on Grantor's Premises unless caused by Grantee or persons acting under Grantee. Grantor shall execute such affidavits, representations and the like from time to time as Grantee may reasonably request concerning Grantor's best knowledge and belief as to the presence of Hazardous Substances or Hazardous Wastes on Grantor's Premises.

(c) For purposes of this Easement, the term "Hazardous Substances" shall be as defined in the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§ 9601 et seq., and any regulations promulgated pursuant thereto, and as used to define "Hazardous Wastes" in the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq., and any regulations promulgated thereto.

7. **Insurance.** At all times, Grantee, at its sole expense, shall obtain and keep in force insurance which may be required by any federal, state or local statute or ordinance of any governmental body having jurisdiction in connection with the operation of Grantee's business upon the Easement Area.

8. **Security of Communications Facility.** Grantee may construct a chain link or comparable fence around the perimeter of the wireless communications facility.

9. **Removal of Obstructions.** Grantee has the right to remove obstructions, including but not limited to vegetation, which may encroach upon, interfere with or present a hazard to Grantee's use of the Easement Area. Grantee shall be responsible for disposing of any materials related to the removal of obstructions.

10. **Assignment of Lease Agreement.** The parties hereby acknowledge that certain Site Lease Agreement, dated April 2, 2007 (the "Lease"), by and between Grantor and Tower Ventures V, LLC, as Lessee, and Grantor, as Lessor. Upon the execution and recording of the Easement in the Real Property Records of Desoto County, Mississippi, Grantor hereby assigns to Grantee all of Grantor's right, title and interest in the Lease within the Easement Area.

11. **Right of First Refusal.** If Grantor elects to sell all or any portion of the Easement Area, whether separate or as part of a larger parcel of property, Grantee shall have the right of first refusal to meet any bona fide offer of sale on the same terms and conditions of such offer. If Grantee fails to meet such bona fide offer within thirty days after written notice thereof from Grantor, Grantor may sell that property or portion thereof to such third person in accordance with the terms and conditions of the offer, which sale shall be under and subject to this Easement and Grantee's rights hereunder. If Grantee fails or declines to exercise its right of first refusal as hereinabove provided, then this Easement shall continue in full force and effect, and Grantee's right of first refusal shall survive any such sale and conveyance and shall remain effective with respect to any subsequent offer to purchase the Easement Area, whether separate or as part of a larger parcel of property.

12. **Real Estate Taxes.** Grantor shall pay all real estate taxes on Grantor's Leased Premises; provided Grantee agrees to pay for any documented increase in real estate taxes levied against Grantor's Leased Premises that are directly attributable to the improvements constructed by Grantee. Grantor agrees to provide Grantee any documentation evidencing the increase and how such increase is attributable to Grantee's use. Grantee reserves the right to challenge any such assessment, and Grantor agrees to cooperate with Grantee in connection with any such challenge. In the event that Grantor fails to pay all real estate taxes on Grantor's Leased Premises prior to such taxes becoming delinquent, Grantee may, at its option, pay such real estate taxes (the "Delinquent Taxes") and Grantee shall have the right to collect the Delinquent Taxes from Grantor together with interest on the Delinquent Taxes at the rate of the lesser of 10% per annum or the maximum allowed by law (calculated from the date Grantee pays the Delinquent Taxes until Grantor repays such sums due to Grantee) and shall have a lien against Grantor's Leased Premises with respect thereto.

13. **Waiver of Subrogation.** The parties hereby waive any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Easement Area or any other portion of Grantor's Leased Premises resulting from any fire or other casualty of the kind covered by property insurance policies with extended coverage regardless of whether or not, or in what amount, such insurance is now or hereafter carried by the parties.

14. **Enforcement.** In the event Grantor fails to cure any violation of the terms of this Easement within ten (10) days after written notice from Grantee, Grantee shall have the right to injunctive relief, to require specific performance of this Easement, to collect damages from Grantor, and to take such actions as may be necessary in Grantee's discretion to cure such violation and charge Grantor with all reasonable costs and expenses incurred by Grantee as a result of such violation (including, without limitation, Grantee's reasonable attorneys' fees ("Reimbursable Costs"). All rights and remedies provided under this Easement are cumulative and may be pursued singularly, in any combination, and in any order. The failure to enforce any of the terms and provisions contained herein shall in no event be deemed to be a waiver of the right to thereafter strictly enforce the terms and provisions hereof.

15. **Limitation on Damages.** In no event shall Grantee be liable to Grantor for consequential, indirect, speculative or punitive damages in connection with or arising from this Easement, the Permitted Use or the Easement Area.

16. **Recording.** Grantor acknowledges that Grantee intends to record this Easement with the appropriate recording officer upon execution of this Easement.

17. **Hold Harmless.** Each party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage arising from the use and occupancy of the Easement Area (or the Grantor's Leased Premises of which the Easement Area is a part) by the other party, its servants or agents, excepting, however, such claims or damages as may be due to or caused by the acts of the other party, its servants or agents. In addition, Grantor shall indemnify and hold Grantee harmless against any claim brought by Lessee under the Lease related to Grantor's obligations to indemnify or hold Lessee harmless pursuant to the terms thereof, together with any loss or expenses incurred by Grantee, including Grantee's attorney's fees. The foregoing section shall not be enforceable against Wells Fargo Bank, N.A., its successors and assigns.

18. **Grantor's Covenant of Title.** Grantor covenants: (a) Grantor is seized of fee simple title to the

Grantor's Leased Premises of which the Easement Area is a part and has the right and authority to grant this Easement; (b) that this Easement is and shall be free and clear of all liens, claims, encumbrances and rights of third parties of any kind whatsoever; (c) subject to the terms and conditions of this Agreement, Grantee shall have quiet possession, use and enjoyment of the Easement Area; (d) there are no aspects of title that might interfere with or be adverse to Grantee's interests in and intended use of the Easement Area; and (e) that Grantor shall execute such further assurances thereof as may be required.

19. **Non-Interference.** From and after the date hereof and continuing until this Easement is terminated (if ever), Grantee and its lessees and/or licensees shall have the exclusive right to construct, install and operate communications facilities that emit radio frequencies on Grantor's Leased Premises. Grantor shall not permit (i) the construction, installation or operation of any communications facilities that emit radio frequencies on Grantor's Leased Premises other than the communications facilities constructed, installed and/or operated on the Easement Area pursuant to this Easement or the Lease Agreement or (ii) any condition on Grantor's Leased Premises which interferes with Grantee's Permitted Use. Each of the covenants made by Grantor in this Section 19 is a covenant running with the land for the benefit of the Easement Area and shall be binding upon Grantor and each successive owner of any portion of Grantor's Leased Premises and upon each person having any interest therein derived through any owner thereof

20. **Eminent Domain.** If the whole or any part of the Easement Area shall be taken by right of eminent domain or any similar authority of law, the entire award for the value of the land and improvements so taken shall belong to the Grantee.

21. **Entire Agreement.** Grantor and Grantee agree that this Easement contains all of the agreements, promises and understandings between Grantor and Grantee. No verbal or oral agreements, promises or understandings shall be binding upon either Grantor or Grantee in any dispute, controversy or proceeding at law. Any addition, variation or modification to this Easement shall be void and ineffective unless made in writing and signed by the parties hereto.

22. **Construction of Document.** Grantor and Grantee acknowledge that this document shall not be construed in favor of or against the drafter and that this document shall not be construed as an offer until such time as it is executed by one of the parties and then tendered to the other party.

23. **Applicable Law.** This Grant of Easement and Rights-of-Way and the performance thereof shall be governed, interpreted, construed and regulated by

the laws of the State where the Easement is located. The parties agree that the venue for any litigation regarding this Agreement shall be Desoto County, Mississippi.

**24. Notices.** All notices hereunder shall be in writing and shall be given by (i) established express delivery service which maintains delivery records, (ii) hand delivery, or (iii) certified or registered mail, postage prepaid, return receipt requested. Notices may also be given by facsimile transmission, provided that the notice is concurrently given by one of the above methods. Notices are effective upon receipt, or upon attempted delivery if delivery is refused or if delivery is impossible because of failure to provide reasonable means for accomplishing delivery. The notices shall be sent to the parties at the following addresses:

TV6-W LLC  
Attn: Mr. William Orgel  
4091 Viscount Avenue  
Memphis, TN 38118

Mark J. Matz and Sara K. Matz  
5610 Forest Hill-Irene RD  
Memphis, TN 38125

**25. Assignment.** The parties hereto expressly intend that the easements granted herein shall be easements in gross, and as such, are transferable, assignable, inheritable, divisible and apportionable. Grantee has the right, within its sole discretion, to sell, assign, lease, convey, license or encumber any of its interest in the Easement Area. Any such sale, assignment, lease, license, conveyance or encumbrance shall be binding upon the successors, assigns, heirs and legal representatives of the respective parties hereto. An assignment of this Easement shall be effective upon Grantee sending written notice thereof to Grantor at Grantor's mailing address stated above and shall relieve

Grantee from any further liability or obligation accruing hereunder on or after the date of the assignment.

**25. Partial Invalidity.** If any term of this Easement is found to be void or invalid, then such invalidity shall not affect the remaining terms of this Easement, which shall continue in full force and effect.

**26. Mortgages.** This Easement shall be subordinate to any mortgage given by Grantor which currently encumbers Grantor's Leased Premises including the Easement Area, provided that any mortgagee holding such a mortgage shall recognize the validity of this Easement in the event of foreclosure of Grantor's interest and Grantee's rights under this Easement. In the event that the Easement Area is or shall be encumbered by such a mortgage, Grantor shall obtain and furnish to Grantee a non-disturbance agreement for each such mortgage, in recordable form.

**27. Successors and Assigns.** The terms of this Easement shall constitute a covenant running with the Grantor's Leased Premises for the benefit of Grantee and its successors and assigns and shall extend to and bind the heirs, personal representatives, successors and assigns of the parties hereto and upon each person having any interest therein derived through any owner thereof. Any sale, mortgage, lease or other conveyance of Grantor's Leased Premises shall be under and subject to this Easement and Grantee's rights hereunder.

**28. Construction of Easement.** The captions preceding the Sections of this Easement are intended only for convenience of reference and in no way define, limit or describe the scope of this Easement or the intent of any provision hereof. Whenever the singular is used, the same shall include the plural and vice versa and words of any gender shall include the other gender. As used herein, "including" shall mean "including, without limitation."

[Remainder of Page Intentionally Blank]


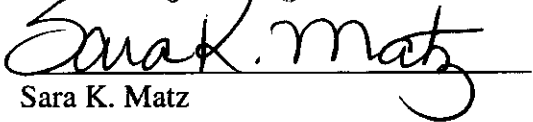
IN WITNESS WHEREOF, Grantor and Grantee, having read the foregoing and intending to be legally bound hereby, have executed this Grant of Easement as of the day and year first written above.

GRANTEE:

TV6-W LLC  
4091 Viscount Avenue  
Memphis, TN 38118

By:   
William Orgel  
Its: President

GRANTORS:

  
Mark J. Matz  
  
Sara K. Matz

[Acknowledgements appear on the following page.]

State of Tennessee  
County of Shelby

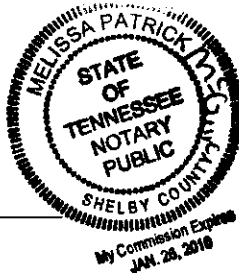
Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared William Orgel, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the President of TV6-W LLC and that he executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself as such officer.

Witness my hand, at office, this 19th day of November, 2009.

Melissa Patrick McGee  
Notary Public

My Commission Expires:

1-26-2010



STATE OF Tennessee  
COUNTY OF Shelby

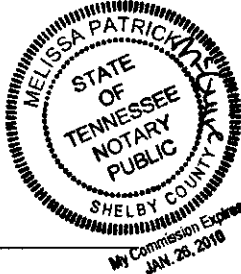
On this 19th day of November, 2009, before me a Notary Public in and for the State of Tennessee, personally appeared Mark J. Matz, known (or proved to me on the basis of satisfactory evidence) to be the person, who executed the within and foregoing instrument, and acknowledged the said instrument to the free and voluntary act and deed for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

Witness my hand, at office, this 19th day of November, 2009.

Melissa Patrick McGee  
Notary Public

My Commission Expires:

1-26-2010



STATE OF Tennessee  
COUNTY OF Shelby

On this 19th day of November, 2009, before me a Notary Public in and for the State of Tennessee, personally appeared Sara K. Matz known (or proved to me on the basis of satisfactory evidence) to be the person, who executed the within and foregoing instrument, and acknowledged the said instrument to the free and voluntary act and deed for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

Witness my hand, at office, this 19th day of November, 2009.

Melissa Patrick McGee  
Notary Public

My Commission Expires:

1-26-2010

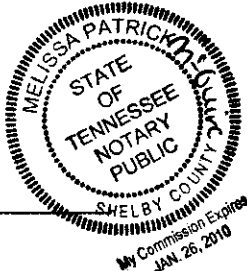


Exhibit A  
Grantor's Property

Description of the Mark J. Matz and wife, Sara K. Matz property recorded in Book 349, Page 456 and being located in the southwest corner of Section 17, Township 1 South, Range 5 West, DeSoto County, Mississippi:

Beginning at a found rebar at the southwest corner of Section 17, Township 1 South, Range 5 West, said point being located in the east line of the Industrial Developments International, Inc. property recorded in Book 504, Page 356 and being located in the north line of the DeSoto County School Board property recorded in Book 491, Page 384; thence north 02 degrees 03 minutes 33 seconds east with the west line of said Section 17 and with the east line of said property recorded in Book 504, Page 356, 656.65 feet to a found rebar in the south line of the Allen C. Dunstan and wife, Alison Dunstan property recorded in Book 332, Page 455; thence south 87 degrees 44 minutes 35 seconds east with the south line of said property recorded in Book 332, Page 455, 1969.00 feet to a found rebar in the west line of the Donald L. Tucker and wife, Ann M. Tucker property recorded in Book 329, Page 784; thence south 02 degrees 40 minutes 25 seconds west with the west line of said property recorded in Book 329, Page 784, 658.18 feet to a found rebar (found iron pipe 6.64 feet south) in the north line of said property recorded in Book 491, Page 384; thence north 87 degrees 41 minutes 55 seconds west with the north line of said property recorded in Book 491, Page 384, 1961.95 feet to the point of beginning.

Indexing instructions: SW 1/4 Section 17, Township 1 South, Range 5 West,  
DeSoto County, Mississippi.

---



Exhibit B -- Site Plan  
Page 1 of 2

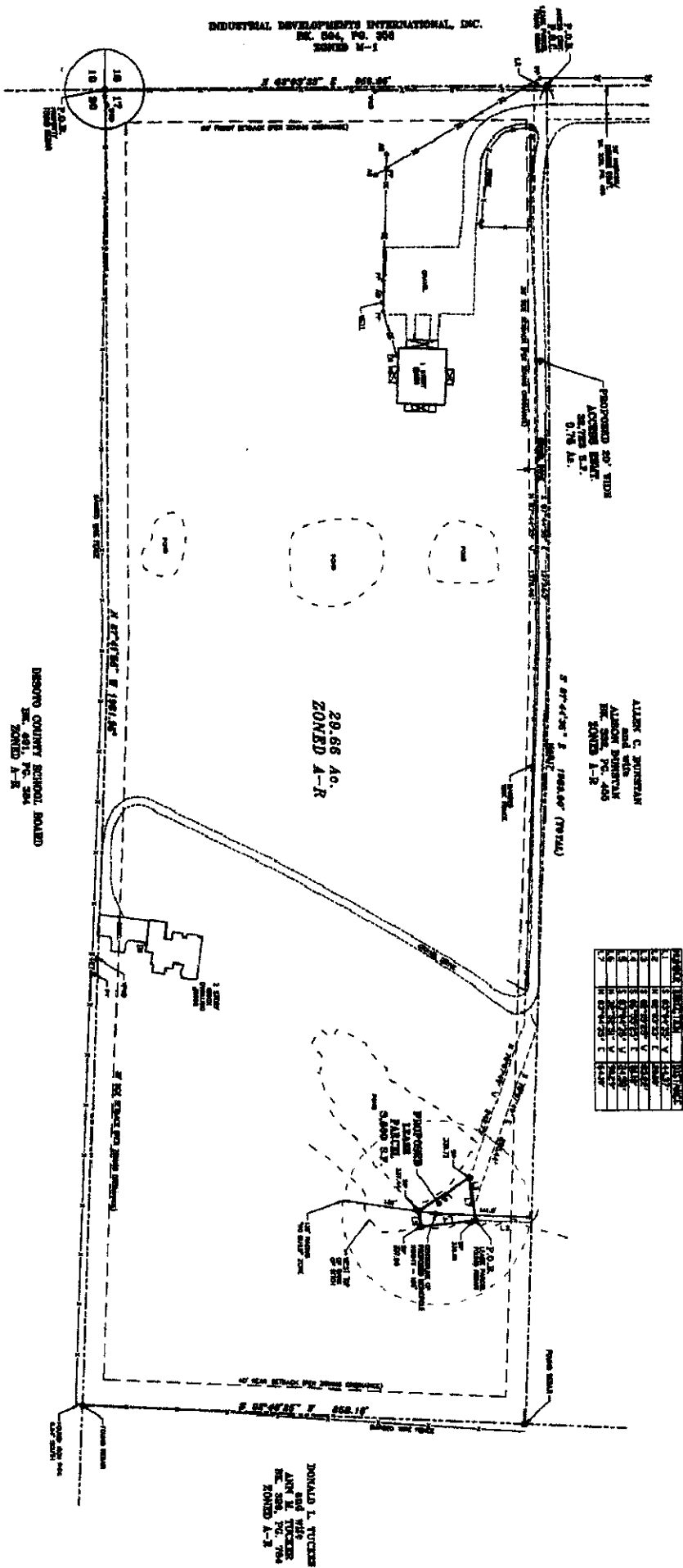
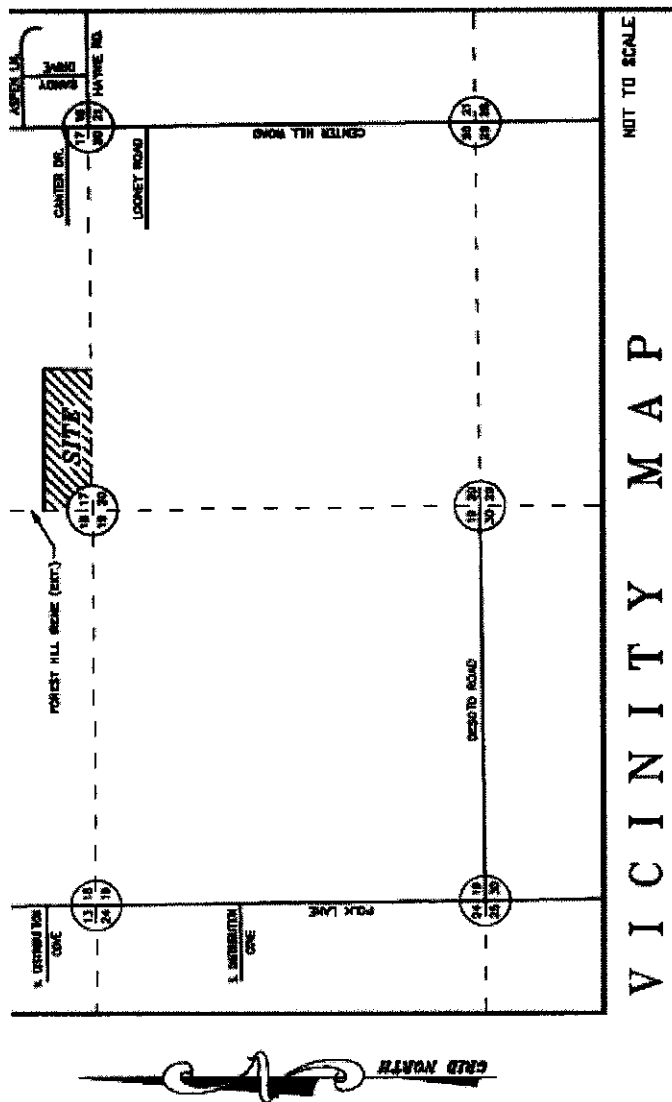


Exhibit B --- Site Plan  
Page 2 of 2



## EXHIBIT C – EASEMENT AREA AND ACCESS EASEMENT

Description of a Proposed Lease Parcel on part of the Mark J. Matz and wife, Sara K. Matz property recorded in Book 349, Page 456 and being located in the southwest corner of Section 17, Township 1 South, Range 5 West, DeSoto County, Mississippi:

Commencing at a found rebar at the southwest corner of the Allen C. Dunstan and wife, Alison Dunstan property recorded in Book 332, Page 455, said point being located 656.65 feet north of the southwest corner of Section 17, Township 1 South, Range 5 West as measured along the west line of said Section 17; thence south 87 degrees 44 minutes 35 seconds east with the south line of said property recorded in Book 332, Page 455, 1665.17 feet to a point; thence south 02 degrees 15 minutes 25 seconds west across the Mark J. Matz and wife, Sara K. Matz property recorded in Book 349, Page 456, 83.22 feet to a set 1/2" rebar with plastic cap and the Point of Beginning; thence across said property recorded in Book 349, Page 456 the following calls: south 06 degrees 55 minutes 25 seconds east, 81.18 feet to a set 1/2" rebar with plastic cap; south 83 degrees 04 minutes 35 seconds west, 24.58 feet to a set 1/2" rebar with plastic cap; north 32 degrees 52 minutes 51 seconds west, 90.29 feet to a set 1/2" rebar with plastic cap; north 83 degrees 04 minutes 35 seconds east, 64.10 feet to the point of beginning and containing 3,600 square feet of land.

Description of a Proposed 20' Wide Access and Utility Easement on part of the Mark J. Matz and wife, Sara K. Matz property recorded in Book 349, Page 456 and being located in the southwest corner of Section 17, Township 1 South, Range 5 West, DeSoto County, Mississippi:

Beginning at a found rebar at the southwest corner of the Allen C. Dunstan and wife, Alison Dunstan property recorded in Book 332, Page 455, said point being located 656.65 feet north of the southwest corner of Section 17, Township 1 South, Range 5 West as measured along the west line of said Section 17; thence south 87 degrees 44 minutes 35 seconds east with the south line of said property recorded in Book 332, Page 455, 1373.63 feet to a point; thence south 70 degrees 07 minutes 49 seconds east across the Mark J. Matz and wife, Sara K. Matz property recorded in Book 349, Page 456, 285.44 feet to a point in the north line of the Proposed Lease Parcel described hereon; thence south 83 degrees 04 minutes 35 seconds west across said property recorded in Book 349, Page 456 and with the north line of said Proposed Lease Parcel, 44.37 feet to a set 1/2" rebar with plastic cap; thence westwardly continuing across said property recorded in Book 349, Page 456 the following calls: north 70 degrees 07 minutes 49 seconds west, 242.73 feet; north 87 degrees 44 minutes 35 seconds west, 1370.46 feet to a point in the east line of the Industrial Developments International, Inc. property recorded in Book 504, Page 356; thence north 02 degrees 03 minutes 33 seconds east with the east line of said property recorded in Book 504, Page 356 and with the west line of said Section 17, 20.00 feet to the point of beginning and containing 32,723 square feet or 0.75 acres of land.